

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		02/10/2016	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Who's Calling Holding Corp.
Street Address:	6700 Hollister
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3165952	CALL SAFE
Registration Number:	2908648	CALL SAFE
Registration Number:	2975768	CALL SYNC
Registration Number:	2975769	CALLER VIEW
Registration Number:	3187086	CLICKPATH
Registration Number:	2966451	DEALER DESK
Registration Number:	3076825	EMAIL ADVANTAGE
Registration Number:	3107578	IT PAYS TO KNOW.
Registration Number:	2975770	LEAD SAVER
Registration Number:	3709541	MARKETQUEST
Registration Number:	3187087	MORE REVENUE. EVERY TIME.
Registration Number:	3008795	SALES CATALYST
Registration Number:	3348275	STANDARDCALL
Registration Number:	3128640	VOICE VIEW
Registration Number:	3090423	VOICE VIEW
Registration Number:	3048605	VOICE VIEW MONITORING
Registration Number:	2975766	WHO'S CALLING
Registration Number:	2958539	WHO'S CALLING
Registration Number:	2639010	WHO'S CALLING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2975767	WHO'S CALLING
Registration Number:	2958540	WHO'S CALLING
Registration Number:	2322897	WHO'S CALLING.COM

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	097240/3
NAME OF SUBMITTER:	M. OREN EPSTEIN
SIGNATURE:	/M. Oren Epstein/
DATE SIGNED:	02/11/2016

Total Attachments: 4

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TRADEMARK RELEASE

This Trademark Release is granted as of February 10, 2016 by DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee") to Who's Calling Holding Corp., a Delaware corporation (the "Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, Dealer Computer Services, Inc., a Delaware corporation ("Company"), and Universal Computer Systems Holding, Inc., a Delaware corporation ("Holdings"), entered into a Senior Secured Credit Agreement dated as of April 21, 2010 (said Senior Secured Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Deutsche Bank AG New York Branch, as Collateral Agent (in such capacity, "Secured Party") and Administrative Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may have entered into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that were Lenders or Affiliates of Lenders at the time such Lender Swap Agreements were entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of April 21, 2010 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 21, 2010 (as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms not otherwise defined herein have the meanings given to them in the Security Agreement), among Grantor, Secured Party and the other grantors named therein, Grantor has executed and delivered a Grant of Trademark Security Interest dated as of April 21, 2010 and recorded with the United States Patent and Trademark Office ("USPTO") at Reel 4192, Frame 0195 as of April 26, 2010 (the "Trademark Security Interest"), under which Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below); and

WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee hereby, without recourse and without representation or warranty of any kind (either express or implied), terminates the Trademark Security Interest and releases and discharges its security interest, and quit claims and relinquishes unto the Grantor any and all right, title and interest, in and to the following, in each case whether then or thereafter existing, whether then owned or thereafter acquired and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, design, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks identified in the applications and registrations set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations and applications for Trademark registration that have been or may hereafter be issued or applied for by Grantor thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits).

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent, as Grantee

By 
Name: Peter Cucchiara
Title: Vice President

By 
Name: Michael Shannon
Title: Vice President

SCHEDULE A

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States	CALL SAFE	3165952	10/31/2006	Who's Calling Holding Corp.	Registered
United States	CALL SAFE	2908648	12/7/2004	Who's Calling Holding Corp.	Registered
United States	CALL SYNC	2975768	7/26/2005	Who's Calling Holding Corp.	Registered
United States	CALLER VIEW	2975769	7/26/2005	Who's Calling Holding Corp.	Registered
United States	CLICKPATH	3187086	12/19/2006	Who's Calling Holding Corp.	Registered
United States	DEALER DESK	2966451	7/12/2005	Who's Calling Holding Corp.	Registered
United States	EMAIL ADVANTAGE	3076825	4/4/2006	Who's Calling Holding Corp.	Registered
United States	IT PAYS TO KNOW.	3107578	6/20/2006	Who's Calling Holding Corp.	Registered
United States	LEAD SAVER	2975770	7/26/2005	Who's Calling Holding Corp.	Cancelled
United States	MARKETQUEST	3709541	11/10/2009	Who's Calling Holding Corp.	Registered
United States	MORE REVENUE. EVERY TIME.	3187087	12/19/2006	Who's Calling Holding Corp.	Registered
United States	SALES CATALYST	3008795	10/25/2005	Who's Calling Holding Corp.	Registered
United States	STANDARDCALL	3348275	12/4/2007	Who's Calling Holding Corp.	Registered
United States	VOICE VIEW	3128640	8/15/2006	Who's Calling Holding Corp.	Registered
United States	VOICE VIEW	3090423	5/9/2006	Who's Calling Holding Corp.	Registered
United States	VOICE VIEW MONITORING	3048605	1/24/2006	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING	2975766	7/26/2005	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING	2958539	5/31/2005	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING & Design	2639010	10/22/2002	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING & Design	2975767	7/26/2005	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING	2958540	5/31/2005	Who's Calling Holding Corp.	Registered
United States	WHO'S CALLING.COM	2322897	2/29/2000	Who's Calling Holding Corp.	Registered